HE LAW GUARANTEE AND TRUST SOCIETY, LIMITED,

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000.

IDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY INSURANCE. TRUSTEESHIPS FOR DEBENTURE-HOLDERS, &C.

EAD OFFICE: 49, Chancery-lane, W.C. | CITY OFFICE: 56, Moorgate

IMPORTANT TO SOLICITORS

LICENSED PROPERTY surance Covenants include a policy covering the risk of that the In-

suitable clauses, settled by Counsel, can be obtained on application to THE LICENSES INSURANCE CORPORATION AND

GUARANTEE FUND, LIMITED,
24, MOORGATE STREET, LONDON, E.C.
Mortgages Guaranteed on Licensed Properties promptly, without
special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED 1816.

FUNDS						£ 3,000,000
INCOME		-	-	-	-	£ 390,000
YEARLY :	BUSI	NES	S -		-	£1,000,000
BUSINESS	IN	FOR	CE			£11,700,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WITHOUT PROPITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %.	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 21 p.c. :- Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Next Bonus as at 31st December, 1901.

OFFICES: 10, FLEET STREET, LONDON.

VOL. XLV., No. 45.

The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 7, 1901.

The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

TOPICS TOPICS TO THE PLACE OF RESIDENCE IS NOT RECEIVING OF RECEIVING OF DOMICIL TOWNS OF ADJUDICATIONS TOWNS OF ADJUDICATIONS TOWNS TO THE PLACE OF	61	CORRESPONDENCE LEGAL NEWS WINDING UP NOTICES CARDITORS' NOTICES BANKRUPTOT NOTICES PUBLIC GENERAL STATUTES.	70
--	----	---	----

Cases Reported this Week

Cases recport	d this work
In the Weekly Reporter. Alderton v. J. & J. W. Palliser	Marquis of Anglesey, In re. Willmot v. Gardner 708 Marquis of Bristol v. The Commis- sioners of Inland Revenue 718 Rains v. Johann & Co. 708 Baeath (Appellant) v. Taylor (Respon- dent) 718 Turner v. Sawdon & Co. 718
may Cardigan v. Curzon-mowe 110	Author to Dawnia a Con territoria at the 12

CURRENT TOPICS.

THE ORDER of the business in the Vacation Court on Wednesday was altered by entering matters of which notice had been given for that day at the beginning of the list, and postponing to the latter part those which had stood over from previous weeks. The business of the day presented no features of special interest, and the list was quickly disposed of.

THE ENTERING of motions in a list for the purpose of the Vacation Court serves to bring into relief the absurdity of the unbusinesslike arrangements which characterize motion days in the courts of the Chancery Division during the sittings. The vacation business is despatched rapidly and methodically, and confusion in the court is avoided. Yet no sooner do the regular sittings begin than the same class of business is transacted without any intimation to suitors of the order in which their cases will be taken, and without any notification of the amount of business the court has to transact. In some respects the Chancery Division has advantages, but it does not shew well in the arrangement of this class of business, and the intervention of some external and disinterested authority is urgently needed.

THE RECENT decision of the House of Lords in the Taff Vale Railway case (ante, p. 690) has been the subject of keen discussion this week at the Trade Union Congress at Swansea. The case of Lyons v. Wilkins, which was twice before the Court of Appeal (45 W. R. 19, 47 W. R. 291), had already established, so far as that tribunal is concerned, that picketing, though accompanied by no more than peaceable persuasion, is unlawful under section 7 of the Conspiracy and Protection of Property Act, 1875, and can be made the subject of civil proceedings. An injunction was accordingly granted in that case against members and officials of a trade union. The decision in the Taff Vale case, under which a trade union, though an unincorporated association, is liable to be sued, and under which also the property of the trade union can be made liable to compensate persons injured by torts committed under the authority of the union, has given an enormously extended importance to Lyons v. Wilkins. Conduct such as was objected to in that case Lyons v. Wilkins. Conduct such as was objected to in that case can not only be made the ground of an injunction against the trade union, but can be alleged in support of a claim to damages. The unions regret now that Lyons v. Wilkins was allowed to pass without further appeal, and it has been resolved to supply the omission by taking a test case to the House of Lords to ascertain how far picketing may be carried on without infringing the law and rendering the funds of the societies liable for damages. Each society also is recommended so to amend its rules that, as far as possible, protection may be obtained against some of the consequences of the decision in the Taff Valueass. Perhaps by this it is meant that the funds of the unions applicable to provident and benevolent purposes should be specifically able to provident and benevolent purposes should be specifically set apart for such purposes, though whether they could be effectually saved from the results of the House of Lords' decision we are not prepared to say. It seems rather hopeless, however, having regard to the Taff Vale case and the still more recent decision of the House of Lords in Quinn v. Leathem (see ante, p. 718), to expect that any advantage to the unions will result from a further discussion of the question of picketing. If the law, as it has recently been expounded, bears hardly upon the unions, the natural course is to seek legislative interference.

WE PRINT elsewhere a letter which raises an interesting point as to the proper mode of dealing with restrictive covenants upon the registration of land with a possessory title and upon subsequent dealings with the land by registered transfers.

Rule 18 of the Land Transfer Rules, 1898, says that it shall not Master MacDonell, when it is found that no less than one-third be necessary to state in the application for registration with a of the moneys recovered in the High Court are recovered under possessory title whether the property is subject to any, or, if any, what incumbrances, conditions, or other burdens. If, however, any statement as to such matters is made therein, they are to be referred to in the charges register. And rule 11 of the Fee Order, 1898, provides that "the fee for every entry of and in respect of a caution, inhibition or restriction, condition, note or notice of any kind, shall not be payable when such entry is made on the first registration of land, or on any registration for which an advalorem fee is payable." If, therefore, it is desired, upon registering land with a possessory title, to place upon the register notice of restrictive covenants, the proper way is to state in the application for registration that the land is subject to the covenants, and then a reference to the covenants will be made without special fee in the charges register, and will be incorporated in the land certificate. In the case mentioned by our correspondent this appears not to have been done, and we gather that when his client purchased from the first registered proprietor there was no reference to the covenants on the register or on the land certificate. Under these circumstances the officials struck the reference to the covenants out of the draft instrument of transfer, and they claim that a further fee will be payable if notice of the covenants is put on the certificate.

Provision for annexing to registered land, whether on first registration or on a transfer to a purchaser for valuable consideration, conditions running with the land is made by section 84 of the Land Transfer Act, 1875, and by the Act of 1897 the section was extended to any restrictive condition capable of affecting assigns by way of notice. There seems to be no reason why a transferee of registered land who wishes to place upon the register existing restrictive covenants which were omitted upon first registration should not take advantage of this provision. The instrument of transfer would be in accordance with Form 36 in the first schedule to the Land Transfer Rules, and it would state the covenants. Since an ad valorem fee is payable on the transfer the officials would be bound to place a reference to the covenants on the charges register without special fee, and they would thus appear upon the new land certificate. It does they would thus appear upon the new land certificate. It does not seem, however, that a covenant by the transferee to observe the covenants could be inserted in the transfer-rule 86, which gives power to add covenants of idemnity to transfers, applies only to covenants to pay money—and this, if required by the transferor, must be contained in a separate instrument. And so far as the purchaser is concerned, it is not apparent why he should desire to put upon the register covenants which were omitted on the first registration. He knows of the existence of the covenants from his examination of the earlier title, and therefore he is bound by them just as he would be if express notice was on the register. But when forty years have elapsed no examination of the earlier title will be required, and the land will be free from the covenants unless the person entitled to the benefit of them has chosen to protect himself by entering a caution. The difficulty is where a purchaser has agreed to take less than a forty years' title. He may then be affected with notice of covenants which he does not discover on investigation of the title. This, however, is a danger which is incident to accepting a short title, and it may well occur also in dealings with unregistered land in consequence of the reference to the covenants being omitted in an intermediate conveyance. Upon the whole there seems to be no reason why a purchaser of registered land who finds, from his investigation of the title prior to first registration, that there are restrictive covenants should assist in keeping the covenants alive by placing notice of them on the register. If this is to be done it should be done at the time of first registration.

THE RECENT judgment of the House of Lords in Jacobs v. Booth's Distillery Co., as yet unreported, is a decision of the very highest importance, effecting, as it does, something like a revolution in the practice under order 14. How important any such decision is bound to be is brought vividly home to the practitioner by a glance at the recent volume of judicial statistics compiled by

that order. Upon applications for summary judgment a practice had gradually grown up during recent years of exercising the discretion as to imposing terms conferred by rule 6 of order 14 in such a way as to force the defendant in sub-stance to purchase his right to defend. If the facts alleged in defence have constituted an improbable story, or a story which in the face of the facts alleged by the plaintiff it is difficult to believe, or if there has been any element of suspicion attaching to the defence, it has been the custom to impose terms, and very often terms which the defendant could not possibly comply with. Such an order amounts practically to judgment for the plaintiff. In fact it has been the habit to consider, not whether the facts alleged, if proved, constitute a good defence, but whether it is probable that the defendant will succeed. In Booth's case the defendant's story, that he had been assured by the plaintiff's solicitors that his signing certain promissory notes was only a matter of form and that he incurred no liability, was certainly very strange. So he was only given leave to defend on terms of paying the whole sum into court. This was the same in result as if the plaintiff had been given leave to sign judgment. But the House of Lords have now approach disconnected at the contraction. have now expressly disapproved of this mode of exercising the discretion conferred by rule 6. They have held that a defen-dant is entitled to unconditional leave to defend where the facts the alleges, if proved, will amount to a good defence. To put it in another way, the defendant cannot be put on terms unless, assuming all the facts in his favour, they do not constitute a good defence in law to the plaintiff's claim. It is obvious that it is not very difficult as a rule to allege facts which, if proved, will constitute a good defence to an action, and this decision is likely considered by the imposint the efficacy of order 14 as a speedy likely considerably to impair the efficacy of order 14 as a speedy mode of obtaining summary judgment.

An interesting point as to the effect of failure to re-register a bill of sale was decided by the Court of Appeal in Antoniada v. Smith (49 W. R. 693). The defendant in 1893, by an absolute bill of sale, assigned the furniture in the house in which he resided, and of which he was tenant, to his mother-inlaw, Mrs. MELLAND, who also resided in the same house. The bill of sale was duly registered, but the registration was not renewed at the end of five years in accordance with section 11 of the Bills of Sale Act, 1878. In 1900 Mrs. Melland gave a bill of sale on the furniture to H. W. SMITH, to secure an advance, and this bill of sale was duly registered. Subsequently the furniture, which had remained all the time in the same house where the defendant and Mrs. MELLAND had continued to reside, was seized in execution under a judgment recovered by ANTONIADA, the plaintiff, against the defendant. H. W. SMITH claimed it under his bill of sale, and an interpleader issue was directed to try the question as between ANTONIADA and H. W. SMITH. Primâ facie the title of the latter was good, but it was objected that Mrs. Melland had a defective title at the time of her grant of the bill of sale to H. W. Smith, inasmuch as the bill of sale is herself was then liable to become, and did afterwards become, void for lack of re-registration. The validity of the objection depends upon the effect of sections 8 and 11 of the Bills of Sale Act, 1878. The former section provides that a bill of sale must (inter alia) be registered, otherwise it is to be deemed fraudulent and void as against a trustee in bankrupter or an execution creditor; and section 11 requires renewal of registration every five years, or in default the registration becomes void. The five years had elapsed in 1898, but the avoidance of the bill of sale for want of registration was by no means absolute as it would have been in the case of a mortgage bill of sale under the Act of 1882. The registration was void under section II. but section 8 does not require registration for all purposes, but only to support the bill of sale as against trustees is bankruptcy and execution creditors. For other purpose the bill of sale is good. Now in 1898 there was in trustee in bankruptcy or execution creditor in existent to invalidate the bill of sale. Hence, as the Com

THE

THE

are

of . Cou

was

was

of s

ance title

beco

wou

title

in h

prev

acqu of a heca fathe of th of th is acc origi Loust aban unles burd it; (neces given the l

gener Scotla CUNL main he ale The : again was a Was e of ori his de was c of wh Parlie he ha

but or mainl 1869 in Sco he pu for far Farra or in admit

his es

Glei to ma conten since t Udny 1 to the abande period

in acce

conclu said th to resi acquire I.

third

nder at a

es of rule

subed in which

ult to hing and

mply

r the

ether but

In ed by

SSOTY

ed no

only

sum aintiff

Lords g the

lefen-

facts t it in

inless. ute a s that roved,

sion is

peedy

gister

oniada by an nse in ner-in-

The

Was with LLAND

secure

Subsein the

D had der a ast the

le, and etween

latter had a bill of ale to rwards

ity of of the t a bill to be

cruptes wal of

stration

8, but of re-would under

tion 11, ses, but

urpose W88 10 kistend Count of Appeal held, affirming the judgments of the Divisional sound, and he laid down that "it was necessary in such circum-Court and of the county court judge, the absolute bill of sale stances as those with which he was dealing to prove, not only was a valid subsisting document of title, and Mrs. Melland that he took up his residence in the country in which he was was able under it to make an effectual grant of the second bill of sale—the mortgage bill of sale to H. W. SMITH. In accordance with Cookson v. Swire (33 W. R. 181, 9 App. Cas. 653), the title which was thus well created in H. W. SMITH did not become defective subsequently because events transpired which would have invalidated the bill of sale under which he derived title. It was enough for him that Mrs. MELLAND was entitled to make a grant at the time when she executed the bill of sale in his favour. The claim of the bill of sale holder accordingly prevailed.

THE PLACE OF RESIDENCE IS NOT NECESSARILY THE PLACE OF DOMICIL.

The rules of law regulating domicil in the United Kingdom are crystallized. They may be thus stated: (1) Every person acquires a domicil of origin at his or her birth; but the place of a person's birth is not necessarily the domicil of origin, because the domicil of origin of a legitimate child is that of the father at the date of the birth, and of an illegitimate child that of the mother; (2) a fresh domicil may be acquired by the act of the party; this is termed a "domicil of choice," because it of the party; this is termed a domicil of choice, because it is acquired by the party intentionally abandoning his domicil of origin and adopting a new place of residence permanently or for an indefinite period (see King v. Foxwell, 3 Ch. D. 518, and Loustalan v. Loustalan, 1900, P., at p. 231); (3) if a party abandons the domicil of choice, the domicil of origin reverts unless and until a new domicil of choice is acquired; (4) the burden of proving a change of domicil is on those who assert it; (5) a party's place or chief place of residence is not necessarily his domicil. But the application of these rules to given sets of facts is seldom, if ever, easy, as is shewn by the length of time which cases involving questions of domicil generally take.

The latest case on the subject is that recently decided in Scotland relative to the property of the late Sir William Cunliffe Brooks. In this case the complication was caused mainly by the fact that Sir W. Cunliffe Brooks had a residence, and admittedly his chief residence, in Scotland; but he also had a residence, or rather two residences, in England. The legal proceedings were taken by his widow as pursuer against his trustees as defenders to obtain a declaration that he was at the time of his death a domiciled Scotchman, and that she was entitled to jus relictæ. Sir W. Cunliffe Brooks' domicil of origin was admittedly English. He carried on to the time of his death a private banking business in England, in which he was chief partner. He had extensive landed estates in England of which he controlled the management. He was a Member of Parliament for an English constituency down to 1892. Finally, he had two residences in England, one in London and one near his estates, in both of which he resided for parts of the year, but only for Parliamentary and business purposes. What was mainly relied upon to prove his Scotch domicil was that from 1869 downwards his chief place of residence was at Glen Tana in Scotland. In 1871 he took a lease of this estate, and in 1891 he purchased it. In 1888 he purchased Aboyne Castle (but for family reasons), and in 1897 he purchased the adjoining Farrar Estate. He spent enormous sums of money upon or in connection with Glen Tana, to which place he was admittedly extremely attached. He died there in 1900, and in accordance with directions in his will he was buried there. in accordance with directions in his will he was buried there.

Glen Tana was in every sense his home; but was that enough to make it under the circumstances his domicil? The main contention on behalf of the widow seems to have been that since the cases of *Bell v. Kennedy* (L. R. 7 H. L. Sc. 307) and *Udny v. Udny* (L. R. 7 H. L. Sc. 441) it was no longer necessary to the acquisition of a new domicil that the party intended to abandon his old domicil, but that residence for a sufficient period animo remanendi was all that was required and was

stances as those with which he was dealing to prove, not only that he took up his residence in the country in which he was alleged to have acquired a domicil as his sole or chief residence with an intended intention of continuing that residence, but also that it was his intention to acquire a domicil there and abandon his domicil of origin." Applying that rule to the facts of the case, Lord Low held that he could come to no other conclusion than that Sir W. CUNLIFFE BROOKS never intended to relinquish, and did not in fact relinquish, his status as a domiciled Englishman, and on the ground that he had never lost his English domicil he gave judgment for the defenders.

RESCISSION OF RECEIVING ORDERS AND ANNUL-MENT OF ADJUDICATIONS.

THERE is no doubt that considerable uncertainty exists in the minds of practitioners as to the nature of the applications to rescind a receiving order or to annul an adjudication, and as to the grounds upon which such applications should be made, and the principles which the Court of Bankruptcy will apply when dealing with them. The reasons for this uncertainty are not far to seek. It arises in the first place from the fact that there is no express enactment in the Bankruptcy Acts which directly deals with reasission of receiving orders atthough the directly deals with rescission of receiving orders, although there are express provisions governing the annulment of an adjudication; and in the second place from the fact that the decisions relating to rescission of receiving orders and annulment of adjudications do not clearly distinguish between the two different applications, and while in some of them the two applications have been treated as if the same principles governed both, in others it has been definitely laid down that they are essentially different in their character.

Upon analyzing the principles applicable to the one and to the other it will be found, it is submitted, that while there are certain principles common to them both, there are also certain principles peculiar to each, arising out of the fact that the jurisdiction to rescind a receiving order is general, while the jurisdiction to annul an adjudication is grounded upon a special

Considering the question at first apart from authority, and merely upon the provisions of the Bankruptcy Acts, it is found that the Act of 1883 contains no express provision as to receission of a receiving order, and recourse must therefore be had to the general jurisdiction conferred on the court by section 104 to "review, rescind, or vary any order made by it under its bank-ruptcy jurisdiction." That this section applies to the resoission of a receiving order was recognized as early as 1884 in Re Ward (35 W. R. 140), and has been unquestioned ever since Re Inod (1898, 46 W. R. 304). It will be observed that the discretion conferred by this section is a general discretion, not limited to any special grounds. Turning now to the sections and the section appears to the section appears the section appears the section appears the section appears to the s dealing with an annulment of an adjudication, section 35 of the Act of 1883 provides that the court may annul an adjudication if (1) in the opinion of the court the debtor ought not to have been adjudged bankrupt; (2) if the debts are paid in full. Here, then, the discretion to annul is, on the face of it, limited to the transport of the section. To it is intensiting to the two grounds specified in the section. It is interesting and not unimportant in this connection to remember that under the Bankruptcy Act of 1869 the jurisdiction to annul was general (Ex parts Ashworth, 22 W. R. 925), just as it is now in the case of the rescission of a receiving order.

Now it often happens, sometimes before adjudication, and sometimes after, that the debtor enters into negotiations with his creditors for a composition or scheme of arrangement. If the composition or scheme precedes adjudication, and follows the statutory course prescribed by section 3 of the Act of 1890, the court will discharge the receiving order. If it follows adjudication, and pursues the statutory course laid down by section 23 of the Act of 1883 in such cases, the court may appul the adjudication. annul the adjudication.

conclusive. Lord Low, before whom the case under notice came, said that if that view of the law was sound it would be difficult to resist the conclusion that Sir W. Cunliffe Brooks had acquired a Scotch domicil; but Lord Low did not consider it to sanction another and more informal class of arrangement out-

side the Bankruptcy Acts altogether, and thereupon to rescind the receiving order; or, to put the question in a more concrete form, Ought the discretion to rescind a receiving order to be confined to the grounds upon which an adjudication will be annulled under section 35? For a considerable time the trend of judicial opinion was decidedly in the direction of such a limitation. In Ro Hester (6 Morrell 85) Charles, J., expressly stated that the court ought to act upon the same considerations, when dealing with both applications, although it is noticeable that the Court of Appeal did not affirm his decision on that ground, and in Re Dennis (44 W. R. 170) VAUGHAN WILLIAMS, J., said, "In my judgment I ought to deal with the annulment of a receiving order upon exactly the same basis that I should deal with the annulment of an order of adjudica-But on the other hand in Ex parts Dixon and Cardus (37 W. R. 79) the general nature of the discretion was recognized, and has since been directly affirmed in Re Izod (46 W. R. 304). In that case an arrangement had been made by the debtor with his creditors by which they received 10s. in the pound from his father and executed assignments of their debts. The debtor immediately after his preliminary examination applied for rescission of the receiving order. On the appeal by the Board of Trade against the registrar's order rescinding the receiving order the question whether the general discretion under section 104 was limited by the provision as to schemes in section 3 of the Act of 1890, or was restricted to the same grounds as on an application to annul an adjudication, was expressly dealt with and repudiated by the Court of Appeal (Right, L.J., dissenting). It is therefore perfectly possible for a debtor to get the receiving order rescinded without submitting a scheme or undergoing his public examination, and without paying his debts in full. But the court will look very jealously at any such scheme.

Turning now to the provisions of section 35 relating to the annulment of an adjudication, it is quite clear that there is no jurisdiction to annul an adjudication except upon one of the two grounds there specified, and even if one or the other of them is fulfilled there is still a discretion as to making the order. Some misapprehension appears to exist as to the meaning of payment of debts in full. It is a very common thing for a friend or relation of the debtor to buy up the bankrupt's debts generally at a discount, and assign them over to the bankrupt. In Re Burnett (42 W. R. 368) the court refused to treat such an arrangement as a payment in full. In a very recent case, where the bankrupt's father bought the largest debt for ten shillings in the pound and paid all the other debts in full, and, having taken assignments, gave absolute releases to his son, the court declined to treat the case on the footing that the debts had been paid in full. It looks, therefore, as if the court would not be satisfied in these cases except by actual payment of twenty shillings in the pound, and that none of the arrangements so commonly proposed by which debts may be bought up and paid off at a discount will avail the bankrupt.

But, although the discretion which the court can exercise in the case of the rescission of a receiving order is far wider than that which it can exercise on an application to annul the adjudication, still the principles as distinguished from the grounds upon which the discretion ought to be exercised are the same in each case. These common principles have been the subject of discussion in numerous cases. They are based mainly on what may be broadly stated as grounds of public policy. It will be convenient to deal with them under separate heads.

Consent of oreditors.—Although all the creditors assent it does not follow that a receiving order will be rescinded: Re Wemyss (32 W. R. 1002). The court will, if it thinks necessary, protect creditors against their own folly, and will, moreover, have regard to the interests of any future creditors whom a man may have if he gets out of the control of the court: Re Hester (6 Morrell 85). Events in some recent notable backruptcies have shewn that it is by no means unnecessary to protect creditors against the persuacive eloquence of plausible, smooth-tongued bankrupts. On the other hand the absence of consent of the creditors would probably be fatal to the success of an application to rescind a receiving order or annul an adjudication.

Payment of debts in full .- Alike when applying for res- Lord Halsbury completed his seventy-sixth year on Tuesday.

cission under section 104, and annulment under section 35, the fact that the debts have been paid in full is not conclusive on the question whether the court shall make the order asked for. In both cases the court will consider all the circumstances connected with the bankruptcy, and whether it is in the interests of commercial morality to set the debtor free: Ro Gyll (37 W. R. 164). In a very recent case, Ro Taylor (49 W. R. 510), the court refused to annul the adjudication, although all debts had been paid in full, because the debtor had been guilty of concealing assets from the official receiver.

Abuse of process of the court .- A receiving order will be rescinded or an adjudication annulled in any case in which the procedure of the court has been invoked in order to enable the debtor to gain some indirect advantage, and not for the legitimate purposes of bankruptcy law. In such a case the adjudication can be annulled because within the words of section 35 it "ought never to have been made." So where a debtor adopted a scheme by which he kept incurring debts, and then presenting his petition to avoid a committal order, the court rescinded the receiving order : Re Betts (49 W. R. 447).

The above are some of the considerations which move the court upon applications of this kind. It is clear that no scheme however ingenious which has for its object the getting rid of bankruptcy proceedings has any chance of success unless it can stand the somewhat severe tests outlined above. At the same time there is considerably more latitude allowed to the debtor upon an application to rescind a receiving order than upon an application to annul an adjudication. It behaves debtors, therefore, if they have any chance of making an arrangement with their creditors, to set it in motion as soon as possible before adjudication takes place.

REVIEWS.

PROBATE PRACTICE.

COOTE'S COMMON FORM PRACTICE AND TRISTRAM'S CONTENTIOUS PRACTICE IN THE HIGH COURT OF JUSTICE IN GRANTING PROBATES AND ADMINISTRATIONS. THIRTEENTH EDITION. By THOMAS HUTCHINSON TRISTRAM, K.O., D.C.L. THE COMMON FORM PORTION revised by HENRY A. JENNER, District Probate Registrar at Chester. Butterworth & Co.

We regret that this new edition of the well-known work dealing with both common form and contentious practice should not have been earlier noticed. It contains a satisfactory treatise on the law and full appendices of statutes, rules, and forms. The index might perhaps with advantage be expanded. We subjoin a few comments in detail, with the proviso that in general we have found the treatise both full and correct. At p. 468 there is an unfortunate misprint of "admissible" for "inadmissible," the decision being correctly stated at p. 421. The case in question (Atkinson v. Morrie) might with advantage have been referred to (with Sugden v. Lord St. Leonards) at p. 118, note (d), as also Lord Herschell's judgment in Woodward v. Goulstone (35 W. R. 337, 11 App. Cas. 469). At p. 122, note (n), dealing with the position of an attorney administrator, the editors rightly disregard the case of De la Viesca v. Lubbock (10 Sim. 629), which was not followed by Cozens-Hardy, J., in the recent case of Re Rendell (49 W. R. 131; 1901, 1 Ch. 230). At p. 40, in speaking of the general probate granted to a married We regret that this new edition of the well-known work dealing At p. 40, in speaking of the general probate granted to a married woman's executor, we miss a reference to the beneficial interest of the woman's executor, we miss a reference to the beneficial interest of the husband, which is not interfered with: see Smart v. Tranter (38 W. R. 530, 43 Ch. D. 587). At p. 413, as to Lord Kingsdown's Act, and the validity of wills of British subjects made abroad, the case of Re Kirwan's Trusts (32 W. R. 581, 25 Ch. D. 373) should have been noticed, where Kay, L.J., held such a will, made without witnesses, not to be an effectual exercise of a power which expressly required an attested will. This has bees lately followed by Byrne, J., in Barretto v. Young (1900, 2 Ch. 339). The cases of D'Huart v. Harkness (13 W. R. 513, 34 Beav. 324) and Re Price (48 W. R. 373; 1900, 1 Ch. 442) have decided such wills to be good under testamentary powers not expressly requiring particular formalities, notwithstanding section 10 of the Wills Act. The converse case of a will of a foreigner domiciled abroad being, though otherwise void, sufficient to execute a power, is referred to very briefly at p. 142 of the treatise, where the case of — v. Huber (1896, P. 209) might have been cited.

REGI

Se

Sir, Regist A. I Afte covens but on entry contain gives I of tran the re-

On z say the cate as I qu land of would ! It ha certific if restr are kep indefini future It is the cov

possible I do to me covenar It w requisit order to 21, C [See c

should

Sir, followin and dete ten days possession." copy ser Wishin at the Co

with the orders a should I dismussin Perhap all-see 1 If you

point out London

A corre group of grave of and he die twelve mo: Australian Alfred Ste

ı.

35.

not

the l the

it is

ree:

r (49

ough

been hebn reof gain

s of be a ever

ition ving

the

eme

id of can

ama

btor

n an tors. nent

fore

TOUS ATES.

BAM

aling

not

atise rms. ojoin

re is the ation d to

Lord 11 De la 230) rried

f the

(38 wn's

will of a been

339). and s to

con-

very

CORRESPONDENCE.

REGISTRATION OF TITLE AND RESTRICTIVE COVENANTS. [To the Editor of the Solicitors' Journal.]

Sir,-May I point out a peril to which the practice of the Land Registry gives rise.

A. prior to the coming into force of the Act conveys land to B.

subject to restrictive covenants.

After the Act comes into force B. conveys to C., who of course covenants to observe the covenants contained in the conveyance to B., but on carrying in his deed for registration the registrar makes no entry on the register of the restrictive covenants, because they are contained in a deed prior to registration, though the registered deed gives notice of their existence.

A client of mine recently purchased from C., and in the instrument of transfer as prepared a reference was made to the covenants, but the registrar struck it out, and on my receiving the new land certificate I find no mention made of them.

certificate I find no mention made of them.

On my calling the attention of the registry officials to this, they say that it is quite unnecessary, and point to the note on the certificate as to the title being possessory only.

I quite agree that at present no prudent person would accept a land certificate as a good root of title, and an investigation of title would lead to a disclosure of the covenants.

It has, however, been understood that with the lapse of time land certificates will become good roots of title, but this is not the case if restrictive covenants of which notice is given in a registered deed are kept off the title.

If there were no registration each successive conveyance would refer to the covenants, and notice of them would so be kept alive indefinitely, but the absence of any notice on the register leaves a future purchaser helpless.

It is true that the registry officials say that they will put notice of the covenants on the certificate if a further fee is paid. But why should the holder of a certificate pay a fee for what can do him no possible good in order to ensure protection to a future purchaser. I do not contend that the covenants should be set out, but it seems to me that the certificate should state that the land is subject to the covenants contained in an indenture of the

covenants contained in an indenture of the day

It would seem that it will be necessary for all time to make a requisition for the production of the last deed prior to registration in order to protect a purchaser against this danger.
21, College-hill, E.C., Aug. 17. ERNEST J. WILDE.

[See observations under "Current Topics."-ED. S.J.]

SERVICE OF ORDER FOR DISCOVERY. [To the Editor of the Solicitors' Journal.]

Sir,—My firm are defendants' agents in a common law action in which the order for directions includes mutual discovery in the following words (being the usual printed form): "That the plaintiff and defendants do, respectively, after delivery of defence, and within and defendants do, respectively, after delivery of defence, and within ten days after service of copy receipt for deposit in court, answer on affidavit stating what documents are or have been in their possession or power relating to the matters in question in this action." Plaintiff's agents have the original order; I have only the

action." Plaintiff's agents have the original order, I have only accept served by them.

Wisbing to enforce the order against the plaintiff, I have attended at the Central Office to bespeak an office copy, which I could hold as tantamount to the original and from which to make a copy for service, with the usual warning endorsed. I am met by the reply, "These orders are not recorded and no office copy can be given." All I can do is to serve a copy of the copy served upon me, but where should I be if I wanted to enforce the order by attachment or by dismissing the action for want of prosecution?

should I be if I wanted to enforce the order by attachment or by dismissing the action for want of prosecution?

Perhaps, under the new practice, I am not bound to serve a copy at all—see the wording of the order.

If you will kindly help to elucidate my position, I shall be much obliged, and if the hardship is real I will write to the master and point out the faulty routine which brings about the difficulty.

I order Ang. 28

London, Aug, 28. "ORDER THIRTY."

LEGAL NEWS.

OBITUARY.

A correspondent of the Times writes: On Saturday last a representative group of Anglo-Australians gathered at Brookwood Cemetery round the grave of the late Hon. Septemus Alfred Stephen. He was born in 1842, and he died at Newbury on the 28th of August, after an illness of about twelve months. Himself a distinguished lawyer, and born and bred an Australian, he came of a celebrated legal stock. The son of the late Sir Alfred Stephen, Chief Justice and Lieutenant-Governor of New South

Wales, grandson of Mr. Justice Stephen, of the West Indies, and cousin of the late Sir James Fitzjames Stephen, he had for some years the largest legal practice as a solicitor in Australia. After representing Canterbury, New South Wales, in the Legislative Assembly for about five years, he was a member of the Upper House for about sixteen years. An able speaker, he made a strong effort shortly before coming to England in the New South Wales Parliament to get the colony to adopt Sir William Harcourt's Act, whereby the charge of estate duty in England and New South Wales on the same estate would be avoided. But he was not successful in passing his Bill. He also took an active part in the Anglican Synod. He was partner in the firms of Messrz. Stephen, Jacques, & Stephen, of Sydney, and Messrs. Stephen & Slade, London, and was a director of the Australian mortgage Land and Finance Co On this side he was an active australian representative, and recently read a paper at the Royal Colonial Institute on the progress of New South Wales. Mr. Stephen was a whole-hearted sportsman, and formerly a very keen fcur-in-hand whip. In London he was a member of the Oriental and City Carlton Clubs, and hon. member of the Junior United Service Club. In 1864 he married the daughter of the Hon. Robert Campbell, of New South Wales, who survives him, and he leaves five sons and two daughters. Mr. Stephen will be long remembered for friends both in Sydney and in London.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

THOMAS HOLME BOWER and FRANCIS PARKES, solicitors (Bower & Parkes), 52, Lincoln's-inn-fields, London, W.C. Aug 31.

HENRY MORTEN COTTON and GEORGE HOLME BOWER, solicitors (Bower, Cotton, & Bower), 4, Bream's-buildings, Chancery-lane. Aug. 31.

ALFRED LEIGHTON SAYER and H. S. Colt, solicitors, Hastings. Aug. 31. [Gazette, Sept 3.

GENERAL.

At the meeting of the Association of Chambers of Commerce at Nottingham on Wednesday Mr. Portway (Leeds) moved: "That, having regard to the views expressed on the subject of the rating of machinery by the report of the Royal Commissioners on local taxation and their approval of the Bill which has on several occasions passed the second reading of the House of Commons, strenuous efforts be made by the association to secure the passage of the Bill into law next session. And that with this view the Government be requested to make the Bill a Government measure." Mr. Stiebell (Nottingham), in seconding the motion, said the matter was of special importance to Nottingham. In other countries when new industries were established people were only too glad to give land to the factories and to free those factories from taxes for ten or twenty years in order to keep that industry in the country. Yet here, in this country, with competition on all sides, and with a Parliament and a supine Government who seemed to wish to injure industry, Chambers of Commerce had passed the resolution until they were sick of hearing about it. The motion was carried.

At the annual licensing sessions for the Si'tingbourne Petty Sessional

tion until they were sick of hearing about it. The motion was carried.

At the annual licensing sessions for the Sittingbourne Petty Sessional division of the county on Monday, says the Daily News, the Chief Constable of Kent objected to the renewal of no less than forty-four licences, including nimeteen at Sheerness and fifteen at Sittingbourne and Milton. The only ground of objection was the close proximity of the houses to other licensed houses. The establishments objected to included the Bull, Sittingbourne; the Fountain Hotel, the Wellington Hotel, and the Railway Hotel, Sheerness, Mr. H. P. Bodkin (Recorder of Dover) appeared for the owners and tenants of thirty houses, and quoted the opinion of Sir William Lucius Selfe (chairman of the East Kent Quarter Sessions), that, although the number of licensed houses might be considerably in excess of the number required, yet, where a house had been licensed for several years, it would not be just to remove its licence upon the ground of there being too many houses for the neighbourhood's need, except upon some ground specially applicable to the house itself. A test case was taken, and the whole of the licences were renewed, the bench taking the same view as the Dartford and Chatham justices had held in similar cases brought by the chief constable this year.

At the Trade Union Congress at Swansea the following resolution was

similar cases brought by the chief constable this year.

At the Trade Union Congress at Swansea the following resolution was unanimously adopted: "Trat in view of the decision in the House of Lords in the Taff Vale case, rendering the funds of societies liable in damages for the illegal acts of their agents, this Congress empowers the Parliamentary Committee to take a test case to the House of Lords to ascertain how far picketing may be carried on without infringing the law and rendering the the funds of the societies liable for damages; and further, that a fund should be established for the purpose, in the first place, of carrying this out, and as it appears from recent cases in court that employers and the various insurance societies acting on their behalf are endeavouring to establish principles of law against trade unionism generally by actacing societies numerically and financially weak, the fund should be available for resisting such principles, where it is endeavoured to establish them against the trade unionists of the country, and for proteoting the interests of trade unions generally. Further, that each society should so amend its rules that as far as possible protection may be obtained against some of the consequences of the decision in the Taff Vale case. And urges each society to use its best endeavours to bring about such alteration in the law as will meet with the approval of this Congress."

At the Faversham Borough Brewster Sessions on Wednesday, says the Times, the chief constable of Kent, who had given notice that he would

object to the renewal of no fewer than twenty-five of the fifty licences in the borough, withdrew his objections, and the whole of the licences were accordingly renewed. The mayor of the borough (Mr. F. Austin) said that the magistrates regr. tted the inconvenience and expense which the licence-holders had been put to through the issuing of the notices of objection, and they thoroughly agreed with the chairman of the East Kent Quarter Sessions (Sir W. Selfe) when he said that the number of licensed houses might be considerably in excess of the number required, but where the licences had been held for several years it would not be just to remove them on the ground that there were too many houses for the neighbourhood, except upon some ground more applicable to the houses themselves. Mr. Rutley Mowll, of Dover, said that, as representing the interests of the licence-holders in the whole of the cases objected to, he desired to protest against the vexatious manner in which the objections had been preferred and the frivolous way in which the whole of the opposition by the chief constable had been conducted. There had been no selection whatever. Licences had been objected to on a wholesale scale, and the character of houses of the best standing had been impugned. It was most vexatious that these objections should be perferred and withdrawn at the last moment, and that he was not in a position to ask for costs. The brewers and people interested in licensed property were thereby subjected to very considerable expense without reason. He thought the chief to very considerable expense without reason. He thought the chief constable had abused the high office he held by the manner in which the objections had been preferred. The mayor said notice of the protest would

Thomas Lawrence Galmoye, of 16, Glasshouse-street, Regent-street, was, says the Daily News, summoned at Marlborough-street on Monday, before Mr. Denman, for having unlawfully pretended that he was qualified to act as a solicitor; and Hamilton Edward Pawley, 41, no occupation, living in Thicket-road, Anerley, was charged on a warrant with having aided and abetted Galmoye to commit the offence. Mr. Travers Humphreys, barrister, prosecuted on behalf of the Incorporated Law Society; Mr. F. J. Coltman, barrister, defended Galmoye; and counsel whose name did not transpire appeared for Pawley. Mr. Travers Humphreys in opening the case, said that both the defendants were summoned in the first instance, but difficulty was experienced in serving the summons on Pawley, who could not be found. A warrant was, therefore obtained for his arrest. Galmoye was a solicitor, but ceased to take out fore, obtained for his arres fore, obtained for his arrest. Galmoye was a solicitor, but ceased to take out his certificate at the end of 1896. He next took out one on the 31st of October, 1900, which expired on the 15th of November the same year. Galmoye did 1900, which expired on the 15th of November the same year. Galmoye did not renew the certificate. The offence alleged was that of acting in the interval, when he had no certificate, as a solicitor in an action in the High Court. With regard to Pawley, his case was looked up in as a bad one. He was admitted as solicitor in 1883, but had not taken out a certificate since 1896. In 1899 he took two rooms at 16, Glasshouse-street, and practised there as "Wire & Co.," solicitors. Subsequently Galmoye went there, and the plate of Wire & Co was taken down, and the words "Galmoye & Co." substituted. But Pawley continued to carry on the business, and in the action referred to was the only person seen. Everything in the office seemed to belong to Pawley, who continued to rent the rooms and carry on in addition the business of an estate agent. Evidence bearing out couusel's statement was given. It was urged in Evidence bearing out counsel's statement was given. It was urged in defence that Gameye only employed Pawley as managing clerk, the latter simply acting under his instructions, and doing nothing but clerk's work. simply acting under his instructions, and doing nothing but clerk's work. Any offence that might have been committed was merely a technical one. Galmoye did not make anything out of the action that had been referred to.

Mr. Travers Humphreys mentioned that last year Pawley was fined at that court the full penalty of £10 for acting as a solicitor under the name of Wice & Co. Mr. Denman, in giving his decision, said it was perfectly plain an offence against the statute had been committed by both defendants. Anyhody who had been a solicitor, or had anything to do with ants Anybody who had been a solicitor, or had anything to do with solicitors, knew the extreme importance of these statutory regulations entitling a solicitor to practise being strictly complied with, and anyone who had anything to do with legal matters knew the dangers of uncertificated practitioners carrying on the business of a solicitor. It was a very old ruse to resort to for a man who had not a certificate himself, for reasons the Iucorporated Law Society considered to be sufficient, to call himself managing clerk to someone else, and in his employer's name to practise his own profession. It was clear that what was done here was done practise in sown profession. It was clear that what was done here was done by Pawley, who appeared to have carried on the whole proceedings in the action referred to. He was most to blame, and was fully alive to what he was doing. Pawley would be fined £10, with £20 costs, and Galmoye, who was shown to have been anxious to take out his certificate, would have to pay £5, without costs.

WINDING UP NOTICES. London Gazette.-FRIDAY, Aug. 30. JOINT STOCK COMPANIES.

LIMITED IN CHANCERY. ALBRADIUM SYMDIOATH, LIMITED—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Parker Cressey, 10, Finsbury aq. Goldberg & Co, 2 and 3, West st, Finsbury circus, solors for liquidator.

liquidator

BRITISH PROGRESS BUNCHING MACHINE Co., LIMITED - Creditors are required, on or before Sept 28, to send their names and addresses, and the particulars of their debts or claims, to John Alfred Hopps, 25 Friar In, Leicester. Haxby & Partridge, Leicester, solors to

Inquisator

**CLAYS BAZAABS, LIMITED"*—Creditors are required, on or before Oct 1, to send their

**names and addresses, and full particulars of their debts or claims, to Joseph Braith
**waite Childe, Prudential bldgs, Bradford. Farrar & Crowther, Bradford, solors to

| liquidator

M. A. Newsum & Rainforth, Limited—Creditors are required, on or before Sept 10, to send their names and addressee, and particulars of their debts or claims, to Percy Allen Moulton, Regent of, Barneley

PRACTICAL TYPEWRITER SYNDICATE FOR EUROPE LIMITED—Creditors are required, on or before Oct 12, to send their names and addresses, and the particulars of their debts or clams, so John Parton Clarkson, 5 and 6, Bishopsgate st Without TOMOOX, I IMITED (IN VOLUSTANY LIQUIDATION)—Creditors are required, on or before Og 14, to send their names and addresses, and the particulars of their debts or claims, for Huward Button, 83, Columbre row, Birningham. Edge & Ellison, Birmingham, so on to liquidator

to nquedator Vindood Stram Coal Co, Limited—Creditors are required, on or before Sept 30, their names and addresses and the particulars of their debts or claims, to Henry Lewis, 3, Bute cres, Cardiff

London Gasette.—Tursday, Sept. 8. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

LIMITED IN CHANCER.

INDIA RUBBER (MEXICO), LIMITED—Peth for winding up, presented Aug 29, directed to be heard Oct 30 Helder & Co. 3 and 4. (Hement's inc., Strand., for Simmon & Simpson, Leeds, solors for petners. Notice of appearing must reach Helder & Co not later train 6 o'clock in the afternoom of Oct 29

Moss Side House and Properaty Co., Limited—Creditors are required, on or before Oct 8, to send their names and addresses, and the particulars of their debts or claims, to Francis Remanuel Moore Beardsall, 63, Brown st, Manchester. Crofton & Co., Miaschester, solors to liquidator

Newfoundland Fish Housemies, Limited—Creditors are required, on or before Oct 20, to send in their names and addresses, and the particulars of their debt or claims, to Frank Gardner Fedden, 23, Bucklesbury. Greenwood & Greenwood, Milwe ot bligs, solors to liquidators

Nord Wales Development Syndicate, Limited—Peth for winding up, presented Aug 27, directed to be heard Oct 30. Burgess & Taylor, 1, New 2q, Liancha's inn, solors for better. Notice of appearing must reach the above-named not later than 6 o'clock is the afternoon of Oct 29

Ship "Aladdin" CO. Limited—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to John E. Haws, 18, South Castle st, Liverpool. Forshaw & Hawkins, Liverpool, solors for liquidator

THE PROPERTY MART.

RESULT OF SALE.

Life Policies and Desentures.

DEBENTURES: Cowtan & Son

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gasette.-FRIDAY, Aug 30. John, Thomas Trewhella, Wonford House, Exeter Oct 2 Faulkner v John, Cosmi-Hardy, J Tresidder, Saint Ives, Cornwall

London Gasette,-Tuesday, Sept 3.

Mackay, Alexander Joseph, Liverpool, Solicitor Oct 3 Mackay v Mackay, Registre, Liverpool Wilson, 24, North John st, Liverpool

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gasette.-FRIDAY, Aug 23,

BENNETT, CHARLES CARROLL, Shanghui, China Merchant Oct 7 Stephenson & Co, Lembard at

DANG ST BEVILLE, ELIZABETH, Eastbourne Sept 28 Guscotte & Co, Essex st, Straud BUCKLEY, JAMES MATTHEW, Balham, Wholesale Ironmonger Sept 39 Handley & Ca, Warwick

Buckey, James Matthew, Bahnam, wholesale fromhought Solved of Warrick
Burgor, Agres Annie, Sheffield Oct 5 Webster & Styring, Sheffield
Chapmar, Thomas, waitham Abby, Essex Sept 30 Richardson & Co. Hadham, Heris
Chockes, Jonathan, Sussex pl, Hyde Park Oct 3 Phelps & Co. Aldermandur,
Choptors, Richard Frolliott, Nordik sq. Hyde Park Sept 24 Corton & Co. Manchester
Deny, Amelia Maria, tooksput st Sept 30 Lowe & Co. Temple gdns
Deny, Amelia Maria, tooksput st Sept 30 Lowe & Co. Temple gdns
Deny, Amelia Maria, Hocksput st Sept 30 Lowe & Co. Temple gdns
Deny, Amelia Maria, Hocksput st Sept 30 Lowe & Co. Temple gdns
Halditad Habelett Vaugura, Hereford Sept 29 Lindja & Son, Leominster
Hamdley, James William, Cholescham Sept 30 Hughes & Brown, Worcester
Hamley, Geace Hannah, Thomae, York Sept 29 Lindb, Leeds
Hockiddy, Mary, Boursemouth Oct 12 R & B P Dale, York
Holliday, Joseph Farbeidor, Knu'sford, Chester, Marchaut Oct 9 Ashworth &
Imman. Muchester

Ioman Manchester

Ioman Manchester

Hudson, Mary, Hartshorne, Derby Sept 21 Goodger & Son, Burton on Trent

Hudson, William, Hartshorne, Derby, Miller Sept 21 Goodger & Son, Burton at

Trent

NESON, ARTHUS NEWINGTON, Kingston upon Hull Oct 21 Shack'es & Dunkerly, Hal
APPER, JOHANNA, Hackney Wolt Sept 28 Goldberg & Co. Fi-sbury circus

OKENZIR, ALICE, Enfield Sept 30 Clapham & Co. Devoushi e sq.
SON, EDWARD, Wednesfield, Stafford Oct 1 T M & F H Whitehouse, Wolfer
hampton

MASON, EDWAID, Wednesfield, Stafford Oct 1 T M & F H Whitshouss, Wolvehamiston
MAY, DAVID THOMAS, Redland, Bristol, Boot Manufacturer Oct 12 Trapnell, Bristol
MORBIS, GEORGIANA ISABILLA, BRUSP Sept 14 Harris & Son, Rugby
NEIL, ROBBET ALEXANDER, Cambridge Oct 1 W H & F Walsh, Oxford
PATTERSON, GEORGE HOFE, New Cross rd, New Cross, Baker Sept 10 Foy & Ca
Clifford's inn
PARASH, HART, Plympton, Devon Feb 11 Bone & Co, Dev mport
PRIMER EMILY BLANGER, Fishbourne Chichester Sept 28 Guentte & Co, Essex at
PRIMERTON, RICHARD LAUBENCE, Seaham Harbour, Durham Sept 29 Leman & Ca
Lincoln's inn fields
RAWLIN, THOMAS, W-th on Dearne, York, Confectioner Oct 1 Dransfield & Hodgkinnsa
Penistone, Sheffing ton, Cambridge Sept 30 King & Sharman, March
BCHOLEY, MASCARET MARIA, Glaphum Sept 28 J & B Gole, Lime at
BCHOLEY, MASCARET MARIA, Chaphum Sept 28 J & B Gole, Lime at
BCHOLEY, MASCARET MARIA, Chaphum Sept 28 J & B Gole, Lime at
BRAIR, EDGAR, Butt an Benger, Witha, Licensed Victualier Sept 37 Forraster & Melt
Malmenbury
BMALLWOOD, WILLIAM, Alcester, Warwick Oct 7 Batter & Co, Stratford upon Avos

BHAIL. MOGAS, SHW-M Benger, WHES, LACENSED VICTUALIEF SEPT 37 FORTASET & ME MAIMMENLEY MILLIAM, Alcester. Warwick Oct 7 Batter & Co, Stratford upon Aves. SHITH, BENJARIH HEPWORTH, HAlifax, York, Innkeeper Sept 20 Flaher, Huldhenskell SHITH, JAMES, Keighley, York, Grocer Sept 5 Lister & Turner, Reighley SHITH, JAMES, Keighley, York, Grocer Sept 5 Lister & Turner, Reighley SHITH, MARY PESTELL, Maidenhead Oct 1 Stuchbery, Maidenhead

SHITH, R PABLEON, STABLES, STOTT, P TOWNS EN WESTMON WESTMON WEIFFEN Gri

Se

WILSON. WITHERS WITHING WODEHOL

ATKINSON BRARDSLI Ul BINGHAM

BLYDL, J

Ma

BOTTERW

BU

CARTER,

CASWALL

CATES, A

COOPER DAY, RIO
DAY, RIO
DENHAM
DETHAM
BROODD, AI
DOVEY, M
FRILOWS,
CRO
FORD, JAI
GREEN, I
GRIFFITH
MA
HARDY, (
HIODINSO
MA

HOLDEN, Howard, Howrs, J Hunt, An Hyde, Si Jicebald Jotner, & Kershaw Kinders, King, Al Kirkman, Lewis, A Maschwi Meyee, C Moore, A Mar

FILTON.

PATTERSO RESCOTT RICHARDS RODWAY. RUSSELL DOWICE STRPHENS THURSBY, WARD, RO Grad WARREN,

PARRISH, PART, AG

ANTAL BA BLATCHFO pridd BROADHUI Hastin Васока, J BRYANT,
Dealer
BRYANT,
Manag

Mana,
Burdon,
Pet A
CAY, Robi
Pet Ju
Chilcott,
Surrey
Coln & B
Pet Ju
Collarson OOLLINSON AUG S

Cook, Gro
Agent
Downey,
Cumb
Ord A

EDENS, FR Aug 2 GARTSIDE, Pet A

Í

i, on or ebts or ore Oat

80'03 to send William

d to be mpson, er ti an

o Oct 8, ims, to , Mas-

Oct 80, sims, to t bldgs,

ed Aug lors for clock is d their ws, 16,

ce and £ 790

Coness

egistem,

o, Lom-

de Ca,

nchester

sorth & rton a

ly, Hul Wolve lotein

& CA E ME CA gkines.

& Moit.

Avon

SHITE, ROWLAND, Derby Sept 16 Moody & Woolley, Derby
PRELOUS, HENRY, Chester, Corn Factor Sept 19 Evans, Chester
SHARLES, JAMES. Horsforth, York Oct 31 Ford & Warren. Leeds
FROTT, SAMUEL HOWARD, Higher Broughton, Salford, Yarn Agent Sept 24 Mercer,
Manchester

Manchester
TOWNSRD, MARY JANE, Dewebury Sept 1 Stead, Leeds
TOWNSRD, MARY JANE, Dewebury Sept 30 Fowler, Old Serjeants' inn
WESTHORLAND, JOHN, Huyton, Lauce Oct 1 Sanks & Co, Liverpool
WHIPPEN, DAYID, Million next Gravesend, Licensed Victualler Sept 16 Stevens & Co,

Gravesend
Wilson, Alexander Walker, Manchester Sept 28 Page, Manchester
Withens, Francis James, Luxborough, Somerset, Farmer Sept 3 Ponaford & Co. Williton Wirthorton, John, Pendlettn, Lancs, Metal Merchant Sept 30 Bowden & Livercy, Manchester Wodshouse, Francis John, Falmouth Sept 29 Longbourne & Co, Lincoln's inn fields

London Gassits.—Tursday, Aug 27.
Atkinson, Mary Louisa, Sheffield Sept 25 Wilson. Sheffield
Brandsley, Anos, Grange over Sands, Lancs, Doctor Nov 11 Jackson & Sons,
Ulverston
Bisonak, Rechaald Perroring Pottinger, Chesham pl Oct 5 Bircham & Co, Parlia-

BISGLAS, REGINALD PERRORINS FOTTINGER, Chesham pl Oct 5 Bircham & Co, Parliament st, Westminster
BLYDL, JOHAN JOACHIN MIYER, Withington, Lancs, Merchant Bept 27 Slater & Co,
Manchester
BUTTHEWORTH, JOHN, Burnley, Lancs, Ironfounder Sept 30 Southera & Fullalove,
Burnley
CAFTER, WILLIAM HENRY, Liverpool Oct 7 Sampson & Co, Liverpool
CASWALL, ANNA MARIA. Binfield, Berks Oct 12 H & C Oollins, Reading
CATES, ANTUR, York ter, Regent's Park Sept 28 Hoppoods & Dowson, Spring gdns
COOPER ALPERD, Manchester, Builder Sept 27 Slater & Co, Manchester
DAY, RIOTARD, Dewsbury, Blacksmith Oct 1 Chadwick & Sons, Dewsbury
DENSHAM, CHARLES, Excter Sept 30 J & S P Pope, Excter
DENTHARA, ALPERD JOSEPH, Gloucester pl, Portman sq Sept 28 Westbury & Co, Old
Brood, ALICE, Manchester Oct 1 Cobbett & Co, Manchester
DOVEY, MARY LYDIA, Long Acro Sept 23 Hudson, Ely pl. Holborn
FRILOWS, FREDERICK BURRINGTON, Jersey Oct 1 Radeliffe & Co, Craven st, Charing
Cross

DOWNT, MARY LVDIA, Long Acre Sept 23 Hudson, Ety pl. Modden St. Prillows, Frederick Burnington, Jersey Oct 1 Raddiff & Co, Craven st, Charing Cross
Fillows, Frederick Burnington, Jersey Oct 1 Raddiff & Co, Craven st, Charing Cross
Fold, James George Ryde, I of W Sept 27 Smith & Co, Aldersgate st
Green, Hanny, Sheffield, Draper Sept 30 Howe, Sheffield
Ghipythes, Ellen Baceter, Wilmslow, Chester, Farmer Oct 15 Markland & Whitehead,
Manchester
Haddy, George William Faulkner, Loughton, Essex, Ribbon Manufacturer Sept 29
Laddury & Tatham, Budge row
Hegeinedtron, James, Salford, Coal Merchant Oct 15 Markland & Whitehead,
Manchester
Hildon, Hannan, O'dham Sept 38 Taylor, Oldham
Holders, Henny, Burley, Labourer Nov 22 Dyke, Lancaster pl
Holloway, Mary Anne, Hollowsy Sept 29 Knight, Seuth 29, Gray's inn
Howard, Older William Casiono, Cheltenham Sept 30 Steel, Cheltenham
Hude, Salas William, Salisbury, Silversmith Sept 30 Holtoy & Hollow, Sept 30 Holtoy & Proctor, York
Joyers, John, Cheltenham Oct 1 Farengey, Cheltenham
Kerber, Henny, Sheffield Sept 29 Rodgers & Co, cheffield
Kerder, Jacob, Middleton, Gardener Sept 37 Rijey, Rochdale
Kinders, Jane Hussey, Liverpool Oct 1 Bermer & Co, Liverpool
Lawis, Allered James, Newhaven, Hotel Manager Sept 39 Dohnsons & Co, Birmingham
Mayer, Challer, Manchester, Plumber Oct 15 Markland & Whitehead, Manchester
Moore, Allered James, Newhaven, Hotel Manager Sept 39 Johnsons & Co, Birmingham
Mayer, Challer, Manchester, Plumber Oct 15 Markland & Whitehead,
Manchester
Lerney Lachford, nr Marchester Oct 16 Markland & Whitehead,
Manchester
Lerney Lachford nr Warrington Sept 50 Wall, Wigan

Moore Alfred William, Stretford, nr Manchester Oct 15 Markland & Whitehead, Manche ter
Parish, Rachell, I ford Sept 30 Hunt & Co, Romford
Part, Agnes, Lachford, nr Warrington Sept 50 Wall, Wigan
Parterson, Groce Hope, New Cross, Baker Sept 10 Foy & Co, Clifford's inn, Fleet at
Parcott, James, Leigh, Lancs, Tailor Sept 21 Marsh & Co, Leigh
Ras Margaraber, Liverpool Nov 23 Dyke, Lancaster pl
Resver, Henry, Worthing Sept 29 Mitchell, Worthing
Romarson, Alfred James, Boby, nr Liverpool, Butler Nov 22 Dyke, Lancaster pl
Rowar, John Hadley, Edgbaston, Butcher Oct 10 Saden, Birmingham
Russell, James Sheffield. Draper Sept 30 Howe, Sheffield
Bidgwick, William, Leeds. Wire Worker Oct 31 W & E H Foster, Leeds
Strephenson, William, Leeds. Wire Worker Oct 31 W & E H Foster, Leeds
Truesby, Sir John Hadd, Burney, Surgis 30 Southern & Fallslove, Burnley
Ward, Robert, Chalton st, Euston rd, Licensed Victualier Sept 29 Sandom & Co,
Gracechurch st Gracechurch at
WARREN, JOHN BENNETT, Loughborough, Milliner Oct 1 Hands, Loughborough

WILLIAMS. WILLIAM, Bangor, Surgeon Sept 29 Jones, Bangor WILSON, WILTEID CAMPBELL, Grosvenor sq. Oct 5 Bircham & Co, Parliament st, West-migrates.

London Gasette,-FRIDAY, Aug. 30.

BANNISTER, WINNIFRED WINDSOR, Sherborne, Dorset Sept 30 Bartlett & Sons, Sherborne BUCKNALL. EDGAR ALLEN, Whitchurch, Haats, Shipowaer Sept 18 Ince & Co. Feschurch st CAPES, GROGINA, Egerton grdns Oct 12 E & K J Hough, Carlisle CHANDLER, JAKE, Leathwaite rd, Batterses rise Sept 29 Sioper & Co. Wandsworth CRAWFORD, ENGEH ROBERT, Futney, L'censed Victualier Sept 30 Coldham, New ina Strand Changeore. Howard Leonage, Sutton Coldfield Warmick Sept 30 Coldham, Conditions

Strand
CROCKFORO, HOWARD LEOPOLD, Sutton Coldfield, Warwick Sept 30 Crockford, Birmiogham CROCKFORO, HOWARD LEOPOLD, Sutton Coldfield, Warwick Sept 30 Crockford, Birmiogham CONLINER, DAVID, Widnes Sept 28 Heywood & Co, Manchester DALLER, DANIEL, Cobham Cet 5 Jupp, Lime st DALLY, RICHARD, Flymouth Sept 30 Brad & Pearce, Plymouth DURINGTON, SALLHARMER, Bradford, Manchester Nov 21 Hewitt & Son, Manchester PARRINGTON, Harvings D'Olly, Lapham, Sanfolk Sept 30 Newman, Hadleigh, Suffolk FAULL, JOHN, Weddron, Corowall, Carpenter Sept 30 Tyacke, Helston, Corawall FISHER, BARAH, BATSTAPIC WOMENSER, NOttingham, Pawhorker Oct 12 Walker & Hanson, Nottingham
FOX, SOLOMON, Wirksworth, Derby, Builder, Oct 1, Shinton, Burton.

Fisher, Barah, Barbstaple Sept 30 Toller & Co. Barbataple
Flawitt, Abthur Webster, Nottingham, Pawabroker Oct 12 Walker & Hanson,
Nottingham
Fox, Solomon, Wirksworth, Derby, Builder Oct 1 Shipton, Buxton
Gardon, Wirksworth, Derby, Builder Oct 1 Shipton, Buxton
Gardon, Minks, Adderbury, Oxford Sept 30 Aplin & Co. Barbury
Gardon, Anna, Adderbury, Oxford Sept 30 Aplin & Co. Barbury
Gardon, Anna, Little Fenton, oxford Sept 30 Abastone, Taristock
Greenwood, Anna, Little Fenton, oxford Milford, Yorks Sept 20 Rhodes, Sherburn
in Elmet
Hallan, Edizabeth, Harborough Magna, Warwick Dec 2 Pulman, Rugby
Harburn, William, Epsonn, Chemist Sept 30 Wilson, Epson
Hasluck, Waltzer, Edling, Jewoler Oct 12 Letts Bros, Battlett's bldgs, Holborn circus
Habdor, John, Earkston Ash, oxford Yorks Sept 30 Shodes, Sherburn in Elmet
Henrick, Sarah, Maryport, Cumberland Oct 14 Tyson & Hobson, Maryport
Hogodard Many, Bournemouth Oct 12 Rdd, Liverpool
Jakes, Waltzer Bouchen, Ely pl, Holborn circus, Solictor Oct S James & James, Ely
pl, Holborn circus
Johnson, Hanner, Heaton Norris, Lancs, Corn Merchant Sept 30 Walker, New Mills,
ox Stockport
Lee, Elizabeth, Rhude Cross, Launcel s, Corawall Oct 1 Garney & Foster-Melliar,
Stratton

Leve Jones, Setten Coldfield, Warrick, Hosier, Sant 30 Crockford, Birmingham

LEE, ELIZABETH, Rhude Cross, Launcel s, Cornwall Oct 1 Gurney & Foster-Melliar, Bratton
LILLY, JOHN, Sutton Coldfield, Warwick, Hosier Sept 30 Grockford, Birmingham
LUDLOW, ALFRED, Wylde Green, Warwick Sept 30 Crockford, Birmingham
MAGIVER, ROSERT RANKIN, Liverpool Sept 30 Crockford, Birmingham
MAGIVER, ROSERT RANKIN, Liverpool Sept 30 Batesons & Co., Liverpool
MOORE, MICHAEL, Beckenham, Coal Marchant Sept 30 Willett & Latter, Bromley
MOORE JARS, Beckenham, Coal Marchant Sept 30 Willett & Latter, Bromley
MINICASTER, JARES HANNAY, Halifax, BM Sept 30 Marshall, Halifax
ROBISSON, LOUIS PHILIP, Jermyn st, St James' Nov 28 Newton & Co, Gt Marlborough st,
Regent at
ROWS, FRIGITA ELIZABETH, Chiswick Sept 30 Bennett, Banbury
SEVILLE, JOHN, Saddleworth, Yorks Sept 28 Tanner, Uddham
SMITH, WILLIAM HAWKES, Newcastle on Tyne, Shipbotker Sept 30 Smith, Harrow
SPIENY, ELIZA Mannifeld Woodhouse, Notts Sept 22 Alock, Mannifeld
STOKES, HENSRIETTA, Edgbaston Sept 38 Crockford, Birmingham
THRUWALL, PHILIP, Car isle Sept 14 Wannop & Westmorland, Carliele
TOMINSON HENEY, Erdigton, Warwick, Commission Agent Sept 30 Crockford, Birmingham
WAND, Energzes, Wandsworth Common, Publisher Oct 1 Asturst & Co, Throgmorton 87
WAND, Townes Southy, Tottschum, Nurseryman Sept 24 Martin & Co, King st.

morton av Maria Thomas Boptly, Tottsaham, Nurseryman Se,t 24 Martin & Co, King st, Cheapaide

Cheapaide
WARRINGTON, WILLIAM THOMAS, Rusholme, Manchester, Butcher Sept 7 Chambers,
Denton, Rr Manchest-r
WILSON, CHARLES, Buttershaw, Bradford Oct 1 Farrar & Crosther, Bradford
WIRSON, CHARLES, Buttershaw, Bradford Oct 1 Farrar & Crosther, Bradford
WIRSON EDWARD EHYS, Princes gdns, Knightsbridge Oct 3 Warrens, Great
Russell st

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVY.]

BANKRUPTCY NOTICES.

London Gazette.-FRIDAY, Aug 30. RECEIVING ORDERS

RECRIVING ORDERS.

ANTAL BARCH & Sov., Regent st, Jewellers High Court Pet
July 29 Ord Aug 26

ELAYCRFOAD, GRORDS, Clydach Vale, Glam, Mason Pontypridd Pet Aug 26 Ord aug 36

BROADBURST, WALTER, St Leonards on Sea, Fly Proprietor
Hastings Pet Aug 15 Ord Aug 38

BROOKS, JOSEPH WILLIAM HERBERT, Leeds Leeds Pet Aug
27 Ord Aug 37

BY ORD AUG 37

CAL ROBERT JARES, HASER Wolveyhampton, China Dealer's
Manager Wolverhampton Pet Aug 34

BURDON, WALTER JARES, Upper Thames st High Court
Pet July 31 Ord Aug 37

CAL ROBERT JARES, Haste Putney, Solicitar Wandsworth
Pet July 31 Ord Aug 37

CRIACOTT, JARES, Kingston on Thames, Tailor Kingston
Burrey Pet Aug 37 Ord Aug 37

COLLERSON, JORN YOUNGS, Hastings, Builder Hastings Pet
Aug 27 Ord Aug 37

COLLING, WALTER, JARES HOSE, Buller Wandsworth,
Pet July 31 Ord Aug 37

COLLING, MALTER, Walsall, Cycle Manufacturer Walsall
Pet Aug 23 Ord Aug 23

CONG, GORORS, Whitely Bay, Northumberland, Commission
Agent Newcastie on Tyre Pet Aug 10 Ord Aug 37

DOWNEY, JOHN GRAHM, Howing Bank, m Wigton,
Ounberland, Market Gardeser Oarliabe Pet Aug 18

DORA Aug 37

LDENS, FREDERICK, Oxford, Coal Merchant Oxford Pet
Aug 38 Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord Aug 38

Ord A

Old Aug 37
DEMAS, FREDERICK, Oxford, Coal Merchant Oxford Pet
Aug 28 Ord Aug 28
Garring, Ralpu, Brierfold, Lancs, Gr grocer Burnley
Pet Aug 27 Ord Aug 27

Goldspink, Frank Harry. Fremont st, South Hackney,
Printer High Court Pet Aug 27 Old Aug 27

Hall, Edward Phillip, Balisbury, Wilts, Baker's Assistant Salisbury Pet Aug 28 Ord Aug 28

Hall, Harry Kirkstill, Leeds, Painter Leeds Pet Aug
36 Ord Aug 26

Kaye, Joshen, Potter Hill, nr Sheffield, Colliery Banksman
Barnsley Pet Aug 27 Ord Aug 27

Kamp, William, Brighton, Laundry Manager Brighton
Pet Aug 28 Ord Aug 28

Kinser, Thomas Evan, Liandinam Montgomery, Farm
Balliff Newtown Pet Aug 26 Ord Aug 28

Malwir, Herman, and Moris Malwir, Lower Broughton.
Saliord, Job Merchants Manchester Pet Aug 20 Ord Aug 27

Mille, Frederic George, Bedenhall, Norfolk, Parmer

Milles, Frederic George, Bedenhall, Norfolk, Parmer

Balliff Newtown Pet Aug 36 Ord Aug 28
Malwir, Herman, and Moris Malwir, Lower Broughton,
Salford, Job Merchants Manchester Pet Aug 36 Ord
Aug 37
Mille, Frankrick George, Redenhall, Norfolk, Farmer
Lpawich Pet July 5 Ord Aug 22
Mirchell, Sidney, Sheffield, Carter Sheffield Pet Aug 27
Ord Aug 27
Ord Aug 27
Ord Aug 27

MITCHELL, SIDNEY, SDEREIGH, UNITER INSERIES I VANUE OID AUG 27

NORIES. HERRY SHERWOOD, Walbrook, Meschant High COURT Pet Dec 8 Ord Aug 28

NOWELL, NICHOLAS, RAMAGRAE, Fishmonger Canterbury Fet Aug 24 Ord Aug 24

NURSE, ANN CANOLINE, Lowther areade, Strand, Toy Dealer High Court Fet Aug 27 Ord Aug 27

OSDORS, CHARLES EDWARD, Hoyeham, Lance, Stationer Preston Fet Aug 28 Ord Aug 28

OWEN, WILLIAM, Risengwynd, Glam, Collier Aberavon Fet Aug 26 Ord Aug 28

PHILLIES, JOHN, West Bromwich, Coal Factor West Bromwich Fet Aug 14 Ord Aug 28

PRINGE, FRADERIO O'CONNON, ULURSHOF et, Chancery In, Fatent agent High COURT Pet Aug 3 Ord Aug 28

RAINS, WILLIAM, HERSE, YORKS, Inland Revenue Glerk Kingston upon Hull Fet July 31 Ord Aug 37

Aug 23
NTOS, WALTER, Nottingham, Sawyer Nottingham Pet
Aug 27 Old Aug 27

Aug 27 Ord Aug 27

Ware B J Willout, Shinfield Vicar-ge, nr Reading
Reading Pet July S Ord Aug 24

WILLIAMA, SHOPHILLOS BATTY, Glam, Grooor Cardiff Pet
Aug 1 Ord Aug 27

WILSON, HENRY, Birmingham, Baker Birmingham Pet
Aug 28 Ord Aug 28

WYATT, JOHN, Norwich, Bird Dealer Norwich Pet Aug 38

Ord Aug 28

ZUCKERMAN, SHABSY, Whitechapel rd, Furniture Dealer High court Pet Aug 28 Ord Aug 28

FIRST MEETINGS.

AIRIN, ALPARD, Ardwick, Manchesler, Brassfounder Sept 6 at 2 Off Rec. Byrom st, Manchester AL Bason & Sox, Regent st, Jewellers Sept 6 at 2.30 Bankrupter bidgs, Carey st

BALL, WILLIAM, Highampton, Devon, Farmer Sept 6 at 11 6 Athenseum ter, Plymouth
BROOKS, JOSEPH WILLIAM HERDERT, Leeds Sept 6 at 12.30 (ff Rec, 23, Park row, Leeds
BURDON, WALTER JAMES, Upper Thames at Sept 6 at 11 Hanbrunter bldgs, Carps at
CESSFORD, WILLIAM DOVER Hotel Proprietor Sept 6 at 23.30
The Esplands Hotel, Dover
COATES, BORRET MUSCHAUS, SCATONIC, Sept 6 at 23.30
The Esplands Hotel, Dover
COATES, HORRET MUSCHAUS, Grocer Sept 11 at 1
Off Rec Pattree le, Sch field
GILLIAMN, ERENIERE, Newport, Mon. Sept 2 at 12 Off Rec,
Westgate columbra, Newport, Mon.
GONTY, ETIENNE, and FREDERICK BENOT GONTY. Leicester,
Dyers Sept 10 at 12.30 Off Rec, 1, Berridge st,
Leicester

Leicoster 10 at 10 de la colonia de la colonia de la colonia la colonia de la colonia del coloni

Inlam, George, Moston, Larce, Greengrocer Sept 6 at 3.30 Off Rec, Byrom st, Maschester
LIGHTFOOT, EDWIN ENERST, Laton, Straw Hat Manufacturer Sept 7 at 11.30 Chamber of Commerce, 53, George et, Luton
LILEY, THOMAS JAMES, Fulham, Builder Sept 6 at 12
Bankruptor blogs, Carey at
MacLeod, Emma, Goventry, Hay Dealer Sept 6 at 12
Off Rec, 17, Hestford st, Coventry
MILES FREDERIOK Georges, Red-chall, Worfolk, Farmer
Sept 6 at 11 16 Maggie Hotel, Harleston
Onton, Samure, Tromas, Leicester, Licensed Viotualier
Spending, William, Leigh, Lames, Grocer Sept 6 at 3
Off Rec, Exchange at, Bolton
Bread, FHARLES ELIE Struley, Leeds, Butcher Sept 6 at 11 Off Rec 25, Fark row, Leeds
THICKETT, Herbert Herrer, Ecohdale, Butcher Sept 10
at 11 16 Townhull, Rochda e
Walle, Danier, William, Hanley, Grocer Sept 7 at 12
Off Rec, Newcastle under Lyme
WILOEX, James Himst, James, Ghousester Sept 6 at 3
Off Rec, 4 Queen st, Carmarthen
WILLIAMS, FREDERIOK JAMES, Ghoucester
Wilder, Frederick James, Ghoucester Sept 6 at 3 Off
Rec, 847, Full st, Derby
Vorant, Herber Davin, Newport, Mon, Brewer Sept 9 at

Rec, 47, Full st, Derby
Yorath, Heney David, Newport, Mon, Brewer Sept 9 at
1230 Off Rec, Westgate chmbrs, Newport, Mon ADJUDICATIONS.

ADJUDICATIONS.

BAPTISTE. FRANK EF PLENER, Kenway rd., Earl's Court, Ladies' Outfitter Swindon Pet Aug 3 Ord Aug 37 BLAYCHPODD. GEORGE. Clydach Vale. Glam, Mason Pontypridd Pet Aug 38 Ord Aug 37 BLAYCHPODD. GEORGE. Clydach Vale. Glam, Mason Pontypridd Pet Aug 38 Ord Aug 37 BROOKENER, WALVERS, & Leonard's on Sea, Fly Proprietor Hastings Pet Aug 18 Ord Aug 37 BROOKS, JOSEPH WILLIAM HERBERT, Bradford Leeds Pet Aug 37 Ord Aug 37 BYLAYK. GEORGIA CAROLINE, Wolverhampton, China Dealer's Manager Wolverhampton Pet Aug 34 Ord Aug 28 BYLAYK. GEORGIA CHARDED Pet Aug 34 Ord Aug 28 BURSON, JOHN BERNERE WOIVERHAMPTON, China Dealer's Manager Wolverhampton, Pet Aug 34 Ord Aug 28 BURSON, JOHN YOUNGS. Hastings, Builder Hastings Ord Aug 37 COLLEBSON, JOHN YOUNGS. Hastings, Builder Hastings Pet Aug 37 Ord Aug 37 COLLESSON, JOHN YOUNGS. Hastings, Builder Hastings Pet Aug 38 Ord Aug 38 GARTSIDE, RALPH Brieffield, Lanes, Groengroose Bursley Pet Aug 37 Ord Aug 38 GARTSIDE, RALPH Brieffield, Lanes, Groengroose Bursley Pet Aug 37 Ord Aug 37 GOLDSFINK, PRANK HARRY, Burgon st, Doctors' Commons, Printer High Cout Pet Aug 37 Ord Aug 37 HALL, EDWARD PHILLIP. Balisbury, Baker's Assistant Balisbury, Lewis WILLIAM SAMUEL, Datchet, Licensed Victualler Windsor Pet Aug 30 Ord Aug 38 INNOCENT, LEWIS WILLIAM SAMUEL, Datchet, Licensed Victualler Windsor Pet Aug 37 Ord Aug 38 TKNOKT, CHARLES WILLIAM, Uxbridgerd Shepherd's Bush, Builder High Cout Pet July 15 Ord Aug 38 MALU, EMILY, BOURT, GRABLES WILLIAM, LOWER Broughton, Balford, Charles William, Sheffield, Collisey Banksman Barnaley Pet Aug 37 Ord Aug 38 MALUK, Lower Broughton, Balford, Charles William, Sheffield, Collisey Banksman Barnaly Pet Aug 37 Ord Aug 38 MILL, EMILY, South Cropdon Cantribury Pet Aug 37 Ord Aug 37 MICKELL, BIDERY, Sheffield, Carter Sheffield Pet Aug 37 Ord Aug 37 MICKELL, BIDERY, Sheffield, Carter Sheffield Pet Aug 37 Ord Aug 37 MICKELL, BIDERY, Sheffield, Carter Sheffield Pet Aug 37 Ord Aug 37 MICKELL, BIDERY, Sheffield, Carter Sheffield Pet Aug 37 Ord Aug 37 MICKELL, BIDERY, S

Ord Aug 37
MITGREIA, BIDNEY, Sheffield, Carter Sheffield Pet Aug 27
Ord Aug 27
NOWELL, MICHOLAS, Ramsgate, Fishmonger Canterbury
Pet Aug 24 Ord Aug 24
NURSE, ANN CAROLINE, Lowther sroade, Strand, Toy Dealer
High Court Pet Aug 27 Ord Aug 27
OSBORN, CHARLES EDWARD, Heysham, Stationer Preston
Pet Aug 28 Ord Aug 28
OWER, WILLIAM, Blaengwynfi, Glam, Collier Abersvon
Pet Aug 26 Ord Aug 28
PHILLIES, JORN, West Blomwich, Staffs, Coal Factor West
Bromwich Pet Aug 14 Ord Aug 38
ROBISS, JARES MUN, BAITY, Glam, Stonemason Cardiff
Pet Aug 26 Ord Aug 36
ROBISSON, GRODGE HERBERT, Cobridge, Staffs, Engineer
Handy Pet Aug 27 Ord Aug 37
ROSENSTRAUCH, AARON, Gt Caste et, Insurance Agent
High Court Pet Aug 27 Ord Aug 37
SALT, THOMAS, Hanley, Mewsgent Hanley Pet Aug 28
Ord Aug 28
SNOOR, JARSS. Brymmawr, Brechnock, Ironmonger Tridegar Pet Aug 18 Ord Aug 37
SPRATLING, EDWARD HANGER, Deal, Grocer Canterbury
Pet Aug 37 Ord Aug 27

STEAD, CHARLES ELLIS, Bramley, Leeds, Butcher Leeds
Pet Aug 28 Ord Aug 28
SWIFTON, WALTER, Rottingham, Sawyer Nottingham
Pet Aug 37 Ord Aug 37
THOMAS, SAAC, Wembley, Builder Bt Albans Pet Aug 20
Ord Aug 26
TODD. JAMES HUMPHERYS, Cannon st, Advertising Agent
Bigh Court Pet July 10 Ord Aug 28
VALESTIES, ORAKLES RICHARD, Wellington chmbrs,
Tooley 8t, Produce Commission Merchant High Court
Pet F-b 12 Ord Aug 22
WALLS, DARREW WILLIAM, Hanley, Grocer Hanley Pet

WILLIAM, Hanley, Grocer Hanley Pet LLS. DANIEL WILLIAM, Hanley, Grocer Hanley Pet Aug 2 Ord Aug 26 ATT, JOHN NOTWICH, Bird Dealer Norwich Pet Aug

Aug 2
Whatt, John Norwich, Bird Deares
28 Ood Aug 28
Zuckerman, Seabey, Whitechapel rd. Furniture Dealer
High Court Fet Aug 29 Ord Aug 28

Grands - Tuesday, Sept. 3.

RECEIVING ORDERS.

ABBOTT, SAM, Leicester, Innkesper Leicester Pet Aug 30 Ord Aug 60
ADAMS, DANIEL. Mountain Ash, Glam, China Dealer Aberdare Pet Aug 30 Ord Aug 30
BURBORD, C, & Co. Hinckley, Boot Manufacturers Leicester Pet Aug 20 Ord Aug 29
GARE, MARGARET, and SARAH CARB, Workington Cockermouth Pet Aug 12 Ord Aug 28
CLEMERHA, ELIZABETH, Margate, Boarding House Keeper Canterbury Pet Aug 30 Ord Aug 30
OCALIME THOMAS, Derby, Publican Derby Pet Aug 31
Ord Aug 31

Canterbury Pet Aug 50
Collins Thomas, Derby, Publican Derby Pet Aug of Ord Aug 31
Commille, Nathan, Bradford, Yarn Finisher Bradford
Pet Aug 39
Davis, John Ambross, Horbury, Yorks, Saddler Wakefield
Pet Aug 31
Edward Aug 31
Edward Aug 31
Edward Aug 31
Edward Schrift, Aston Birmingham, Grocers Birmingham Pet Aug 16
Gambles, Samuel Levick, Thomas Noders, Schrifteld
James Norain, Sheffield, Elector Platers Sheffield Pet
Aug 31
Genedenshie. John Robinson. Newcastle on Tyne,
Tobacconist Newcastle on Tyne Pet Aug 28
Ord
Aug 28
Criccic'th, Carnarvon, Photographer

GLENDENNIMO. JOHN ROBINSON. Newcastle on Tyne, Tobaccomist Newcastle on Tyne Pet Aug 28 Ord. Aug 28

JOHER, JOHN WALKER, Criccie'th Carnavron, Photographer Portmadoe Pet Aug 39 Ord Aug 29

JOHES PROG ANDERW, Birmingham, Grocer Birmingham Pet Aug 30 Ord Aug 30

King, E. W., Astos, Birmingham, Grocer Birmingham Pet Aug 10 Ord Aug 30

LAWSON, JOSEPH BROWN, Whitley, Northumberland, Plumber Newcastle on Tyne Pet Aug 30 Ord Aug 30

MACHELL, MARY, étalybridge, Refreshment Rooms Keeper Ashton under Lynbridge, Refreshment Rooms Heeper Aug 30 Ord Aug 30

MASHALL, BIGHARD, Midgley, nr Halifax, Farmer Halifax Pet aug 30 Ord Aug 30

MERORS, ARTHUR JAMES, Brock Green High Court Pet Aug 30 Ord Aug 30

MERORS, ARTHUR JAMES, Brock Green High Court Pet Aug 30 Ord Aug 30

MORDOTT, CATERINE CAR, Brighton Brighton Pet Aug 31 Ord Aug 31

MORLIEDGE, ANN, Blyth, Northumberland, Licensed Victualler Newcastle on Tyne Pet Aug 9 Ord Aug 27

St Old aug St
ROUTLEDGE, ANE, Blyth, Northumberland, Licensed
Victualler Newcastle on Tyme Pet Aug 9 Ord Aug 27
Rows, Edith, Richton, Lanes, Draper Blackburn Pet
Aug 30 Ord Aug 30
SHERWOOD, JOSEPH, Willenhall, Staffs, Schoolmaster
Wolverhampton Pet Aug 29 Ord Aug 28
STEPHESS, ALFRED, Marthall, Chester, Farmer Manchester
Pet Aug 6 Ord Aug 30
TROMAS, JAMES, Kingsland rd, Chemist High Court Pet
Aug 8 Ord Aug 30

Pet Aug 5 Ord Aug ov TROMAS, JAMES, Kingsland rd, Chemist High Court Pet Aug 8 Ord Aug 29 TROUP, CHARLES B BIRNIE, St James's pl. St James's st Bigh Court Pet June 21 Ord Aug 29 WATERS, HARRY, Nottingham Nottingham Pet Aug 31

Ord Aug 31

Ord Aug 31

Wolf, Anger. Soho st, Jeweller High Court Pet Aug 8

Ord Aug 29

PERST MESTINGS.

Ord Aug 39

FIRST MEETINGS.

BLATCHFORD GRORGE, Clydach Vale, Glam, Mason Sept 11 at 12 126, High at, Merthyr Tydill
BROADHUST, WALTER St. Leonard's on Sen, Fly Proprietor Sept 10 at 2.45 County Court Offices, 24, Cambridge road, Hastings
BURFORD, C, & CO Hinckley, Boot Manufacturers Sept 11 at 12 0ff Rec, 1, Berridge at, Leicester
CLAY, WILLIAM, Matlock Bank, Derby, Beer Dealer Sept 10 at 12 0ff Rec, 47, Full at, Derby
CLEMBSHA, BLILLBETH, Margate, Boarding house Keeper Sept 10 at 12 0ff Rec, 47, Full at, Derby
CLEMBSHA, BLILLBETH, Margate, Boarding house Keeper Sept 11 at 18 20 0ff Rec 68, Cassile st, Canterbury
COLEMBSHA, BAINEE ERNEST, Sutton on Sea Sept 10 at 2.30 off Sec, 4, Castle by Park at, Nottingham
COLLEBSON, JOHN YOUNG, Hastings, Builder Sept 10 at 2 18 County Court Offices, 24, Cambridge rd, Hastings, Collins, WALTER, Walsall, Cycle Manufacturer Sept 13 at 11 0ff Rec, Wolverhamuton
COMBELL, NATHAM, Bradford, Yarn Finisher Sept 10 at 11 Off Rec, SI, Manor row, Bradford
ELIS, WALTER, Manchester, Stonemason Sept 11 at 2.30 Off Rec, SI, Menor row, Bradford
ELIS, WALTER, Manchester, Stonemason Sept 11 at 2.07 Rec, Figtese in, Sheffield
HABRIS, TABBELLA, Abertillery, Mon, Boot Dealer Sept 10 at 11 at 2 Banaruper bodge, Larvy at 11 at 12 Banaruper bodge, Larvy at 11 at 12 Banaruper bodge, Larvy at House, Brimingham, Cab Proprietor Sept 11 at 11 114, Corporation st, Birmingham Botel, Portmadoe, Tobacconist Sept 12 at 11 30 Sportsman Hotel, Portmadoe, Tobacconist Sept 12 at 11 30 Gentsman Botel, Protended, Colliery Banksman Sept 40 at 10,30 Off Rec, Regent st, Barnaisy
LIPTON, SIEDONIA JANE, Bristol, Grocer Sept 11 at 11.30 Off Rec, Bagent st, Barnaisy

MIALL, ERILY, South Croydom Sept 11 at 12 Off Rec, 68, Castle at, Canterbury
MITCHELL, SIGNEY, Sheffield, Carter Sept 11 at 12 30 Off Rec, 81, Tornell, Signey, Sheffield, Carter Sept 11 at 12 30 Off Rec, 82, Figure 1a, Sheffield, Carter Sept 11 at 12 30 Off Rec, 81, Sheffield, Carter Sept 11 at 12 30 Off Rec, 81, Alexandra rd, Sept 12 at 3 Court house, King's L. van
Nowell, Nicholas Ramsgate, Fishmonger Sept 11 at 10,00 Off Rec, 85, Castle at auterbury
Owen, William, Sison with, Gam, Collier Sept 10 at 12 Off tec, 81 Alexandra rd, Swanses
Palmer John Christopere West Bromwich, Tailor Sept 11 at 11 '14, Corporation & Birmingham
Perkin, Charles Leek, staffs Sept 10 at 230 Off Rec, 23 King Edward at, Macclesfield
Price, Samuel Orions, West Bromwich, Painter Sept 12 at 12 '14 Corporation & Birmingham
Robens, James Nin, Barry, Glave, Stonemason Sept 11 at 12 '17 Corporation & Birmingham
Robens, James Nin, Barry, Glave, Stonemason Sept 11 at 12 Off Rec, 117. Se Mary at, Cardiff
Bosenstrauch, Aaron, Gt Oastle st, Insurance Agent Sept 10 at 12 Bahruptey bidge, Carry st
Sharratt, Edward, Windsor, Butcher Sept 12 at 19 Messes Herbert & Son, 95, Pesseod st, Windsor, Berks
Shiff, Edward, Ewand, Rye, Sussex, Grooce's Assistant
Sept 11 at 9.30 Off Rec, 65, Castle st, Canterbury
FURCHING, Edward Hanger, Deal, Grocer Sept 11 at 12 Off Rec, Baldwin st, Bristol
THOMAS, Ghilvith Ghatombury, Wine Merchant Sept 11 at 12 Off Rec, Baldwin st, Bristol
THOMAS, Ghilvith Ghatombury, Wine Merchant Sept 11 at 12 Off Rec, Baldwin st, Bristol
THOMAS, Ghilvith Ghatombury, Wine Merchant Sept 11 at 12 Off Rec, Baldwin st, Bristol
THOMAS, Ghilvith Ghatombury, Wine Merchant Sept 11 at 12 Off Rec, Baldwin st, Bristol
Thomas, Ghilvith Ghatombury, Wine Merchant Sept 11 at 12 Off Rec, Baldwin st, Bristol
Thomas, Ghilvith Ghatombury, Wine Merchant Sept 11 at 12 Off Rec, Baldwin st, Bristol
Thomas, Ghilvith Ghatombury, Wine Merchant Sept 11 at 12 Off Rec, Baldwin st, Bristol
Thomas, Ghilvith Ghatombury, Wine Merchant Sept 11 at 12 Off Rec, Baldwin st,

DARGOUVER SOPE 12 at 11.15 Spotesman Roses, Formandon
TOMPSON, ARTHUR NUDD, and OCTAVIUS FRANK DÂMES,
NOWWICH, Whitesmiths Sept 10 at 12 Off Rec. 8,
King st. Nowwich.
WILLIAM, Manchester Sept 11 at 11
Bankruptcy bidgs, Carcy st
WILLIAMS TREOPHILUS, Barry, Glam, Grocer Sept 10 at 3
Off Rec. 117, **1 Many st. Cardiff
WYAATT, JOHN, Nowwich, Bird Dealer Sept 10 at 1 Off
Rec. 8, King st. Norwich
WYAATT, MATTHEW, Eamsgate, Army Captain Sept 11 at
11 Off Rec. 86, Castic st, Canterbury
ZUCKERSAN, SHASSY, Whitechappel rd. Furniture Dealer
Sept 10 at 12 Bankruptcy bidgs, Carcy st

ADJUDICATIONS.

ADJUDICATIONS.

ADJUDICATIONS.

ADAMS, DANIEL, Mountain Ash, Glam, China Dealer Aberdare Pet Aug 30 Ord Aug 30
BINIAMIN, IRADORE, Spitalfields. Birin Dealer High Court Pet July 29 Ord Aug 39
BROWN. ADA ELEANOR, and WATKIN LEWIS FAIR, Leiesster, Boot Manufacturers Laicester Pet July 30 Ord Aug 30
CHILOOTT, JAMES, Kiegston on Thames, Tailor Ringston, Survey Pet Aug 27 Ord Aug 29
CLEMESIA, ELIZABETH, Margate. Boarding house Keeper Canterbury Pet Aug 30 Ord Aug 30
COLLIES. TROMAS, Derby, Publican Derby Pet Aug 31
Ord Aug 31

CLEMESHA, ELIZABETH, and Ord Aug 30
COLLINS. TROMAS, Derby, Publican Durby Pet Aug 31
COLLINS. TROMAS, Derby, Publican Durby Pet Aug 31
COMMELL, NATHAN, Bra†ford, Yarn Finisher Bradford
Pet Aug 29 Ord Aug 29
COORE, MATTHENY, Congleton, Builder Maccleefield Pet
Aug 5 Ord Aug 28
DAVIS, JOHN AMEROSE, Horbury, Yorks, Saddler Waksfield
Pet Aug 31 Ord Aug 31
ELKINS, ALFRED, SURTON, Surrey, Builder Groydon Pet
May 24 Ord July 12
HUYCHINSON, BEPH, Nowton le Willows, Lancs, Liceased
Vicuualier Warrington Pet July 19 Ord Aug 31
JONES, JOHN WALKER, UNGCESTA, Carnarvons, Photographer
Portmadoc Pet Aug 29 Ord Aug 29
KIMSEY, THOMAS EVAN, Llandinam, Montgomary, Farm
Baltiff Newtown Pet Aug 36 Ord Aug 30
LAWSON, JOSER BROWN, Whitley, Northumberiand, Plumber Newcoxtle on Tyne Pet Aug 30 Ord Aug 30
MACHELL, MARY, Stalybridge, Refreshment Rooms Keeper
Ashton under Lyape Pet Aug 29 Ord Aug 39
MACHELL, HICHARD, Midgley, nr Halifax, Farmer Halifax
Pet Aug 30 Ord Aug 30
MOON, EDMUND, Bristol, Cycle Manufacturer Bristol Pet
Aug 19 Ord Aug 30

MARHALL, BICHARD, Midgley, nr Halitar, Farmer Lania.
Pet Aug 30 Ord Aug 30

MOON, EDNUND, Bristol. Cycle Manufacturer Bristol Pet
Aug 19 Ord Aug 30

NOBCOTT. CATHARINE CARR, Brighton Brighton Pet Aug
20 Ord Aug 30

PERBALL JAMES, Oldland, Glos, Farmer Bristol Pet
Aug 30 Ord Aug 30

ROBINSON, WILLIAR, Tonbridge, Tailor Tunbridge Wells
Pet Aug 1 Ord Aug 30

ROBINSON, WILLIAR, Tonbridge, Tailor Tunbridge Wells
Pet Aug 1 Ord Aug 30

ROWE, EDDITH, Rishton, Lancs, Draper Blackburn Pet
Aug 30 Ord Aug 30

SCOTT, MAD SOPHA. Draycott gons, South Kensington
High Court Pet June 11 Ord Aug 29

SHERWOOD, JOSEFR, Willehall, Staffs, Schoolmaster
Wolverhampton Pet Aug 32 Ord Aug 29

TUBNER, HABEN, YOUNGMAN, Walsall, Grocer Leicester
Pet July 23 Ord Aug 31

WATERS, HABEN, NOKTINGHAM Nottlegham Pet Aug 31

WILDE, JOHN BIOHARD, Rhyl, Fints, Commercial Traveller
High Court Pet June 1 Ord aug 29

WILLIAMS, THEOPHILUS, Barry, Glam, Grocer Cardiff Pet
Aug 1 Ord aug 31

Males High Court Pet July 1 Ord Aug 31

Males High Court Pet July 1 Ord Aug 31

Amended notice substituted for that published in the

Amended notice substituted for that published in the the London Gazette of July 23: Whight, Walley, Normanton, Sutcher Derby Pet July 19 Ord July 19

Amended notice substituted for that published in the London Gazette of Aug 20: Kitching, Julia, Winbledon, Draper Ringston, Surrey Pet Aug 17 Ord Aug 17

LIE

R

50,

F

FID

TH

HEA

TH M

LE

FUNE